

**AMENDMENT NO. 3  
TO CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF MILPITAS AND  
VALI COOPER & ASSOCIATES, INC**

This Amendment is entered into this 16th day of December, 2014, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and Vali Cooper & Associates, Inc., a California corporation (hereafter referred to as "CONSULTANT").

**RECITALS**

WHEREAS, the parties entered into an agreement on November 20, 2013 entitled "Consulting Services Agreement between the City of Milpitas and Vali Cooper & Associates, Inc." ("Agreement") for professional support services on the BART Silicon Valley Berryessa Extension (SVBX) project (Project No. 4265) in the amount of Nineteen Thousand Seven Hundred Sixty Dollars (\$19,760); and

WHEREAS, the parties entered into Amendment No. 1 to the Agreement on January 21, 2014 to increase the compensation in the amount of Seventy Five Thousand Dollars (\$75,000) to allow CONSULTANT to continue providing support services for the BART Silicon Valley Berryessa Extension (SVBX) project; and

WHEREAS, the parties entered into Amendment No. 2 to the Agreement on June 3rd, 2014 to extend the term to June 30, 2015 and increase the compensation in the amount of One Hundred Fifty Eight Thousand Two Hundred Forty Dollars (\$158,240) to allow CONSULTANT to continue providing support services for the BART Silicon Valley Berryessa Extension (SVBX) project; and

WHEREAS, the parties desire to amend the Agreement again to extend the term of the Agreement to September 30, 2015 and increase the compensation in the additional amount of Three Hundred Thousand Dollars (\$300,000) to allow CONSULTANT to continue providing support services for the BART Silicon Valley Berryessa Extension (SVBX) project;

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. Section 1.1 entitled "Term of Services" of the Agreement is amended in its entirety to read as follows:

**"1.1 Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on September 30, 2015, the date of completion specified in Exhibit A, and Consultant shall complete all the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8."

2. Section 2, entitled "Compensation" of the Agreement is amended in its entirety to read as follows:

**"Section 2. COMPENSATION.** City hereby agrees to pay Consultant an amount not to exceed Five Hundred Fifty Three Thousand dollars (\$553,000.00) based on time and materials for all services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Hourly rates for personnel performing services shall be as shown in Exhibit B. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement."

3. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated **November 20, 2013** between **Vali Cooper & Associates, Inc.** and the City of Milpitas. The Consultant shall provide the City with renewal certificates of the current policies upon the expiration of the current policy.
4. All other provisions of the amended Agreement not modified by this Amendment No. 3 shall remain in full force and effect.

This Amendment is executed as of the date written on Page 1.

APPROVED BY:

CITY OF MILPITAS

VALI COOPER & ASSOCIATES, INC.  
CONSULTANT

\_\_\_\_\_  
Thomas C. Williams, City Manager

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John Collins, Chief Operating Officer

APPROVED AS TO CONTENT:

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Steven Machida, Acting Public Works Director/  
City Engineer

APPROVED AS TO FORM:

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Michael J. Ogaz, City Attorney